

OFFICE OF CONSTRUCTION WASHINGTON, D.C. 20420

AGREEMENT entered into pursuant to 41 U.S.C. 252(c)(4) between

hereinafter called the "Contractor" and the United States of America, acting by and through the Department of Veterans Affairs, hereinafter called the "Government."

The parties hereto do mutually agree that for the consideration hereinafter specified, the Contractor will furnish the title evidence indicated herein for the property described below, subject to the terms, conditions, and general provisions, if any, incorporated herein by attachment or reference.

LOCATION AND DESCRIPTION OF PROPERTY:
TITLE EVIDENCE:

The Contractor shall, within 30 days from the date of the written order therefor of the local Government representative and for the price of \$, furnish a Preliminary Report or Binder for Owners Title Guarantee (Insurance) Policy and Final Owners Title Guarantee (Insurance) Policy, for the real property, and for each "parcel" (as hereinafter defined) of the real property described above.

APPROPRIATION NO.	CONTRACTOR
	NAME OF CONTRACTOR
ALLOTMENT ACCOUNT NO.	BY
	UNITED STATES OF AMERICA DEPARTMENT OF VETERANS
DATE	BY

GENERAL PROVISIONS

1. PREPARATION OF TITLE EVIDENCE:

Title evidence furnished hereunder shall be prepared in compliance with the current "Standards for the Preparation of Title Evidence in Land Acquisition by the United States," published in 1970 by the Department of Justice, Land and Natural Resources Division, Washington, D.C. 20530, and which is a part hereof by reference.

2. DELIVERY AND PAYMENT:

The completed items of title evidence specified on the first page of this contract shall be delivered to the local Government representative. Upon delivery of one or more completed items of title evidence the Contractor shall be entitled to payment therefor by submitting to the local Government representative, an invoice in triplicate, each copy signed by the Contractor. If any item of title evidence is not furnished within the time prescribed therefor, the Government shall be under no obligation to accept or pay for such item. Acceptance by the Government of any items ordered hereunder, whether within, or after, the time prescribed, will not relieve the Contractor from the obligation to correct or complete any inaccurate or incomplete work without additional cost or expense to the Government.

3. DEFINITION:

The word "parcel" as used herein means any areas included in the description set forth herein which are contiguous and in identical ownership. The land will be deemed contiguous even though portions thereof are separated by roads, railroad rights of way, streams, etc. If there has been a severance of the surface and subsurface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.

4. TERMINATION FOR DEFAULT:

If the Contractor fails or refuses to perform this contract within the time or times specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Contractor to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Contractor liable for any damage caused the Government by reason of such termination. The right of the Contractor to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Contractor, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause the Government reserves the right to require the Contractor to deliver all completed items of title evidence, for which payment shall be made at the price specified herein.

5. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT:

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8), in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

6. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

7. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. GRATUITIES:

(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary of Veterans Affairs or duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that the existence of the facts upon which the Secretary or duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(b) In the event this contract is terminated as provided in paragraph (a) hereof, the Government shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor and (2) as a penalty, in addition to any other damages to which

GENERAL PROVISIONS, CONTINUED

it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary of Veterans Affairs or duly authorized representative) which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

(c) The rights and remedies of the Government provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. DISPUTES:

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce the decision to writing, and mail or otherwise furnish a copy of this decision to the Contractor. Within 30 days from the date of receipt of such copy, the Contractor may appeal by mailing or otherwise furnishing to the Contracting Officer a written appeal addressed to the Secretary of Veterans Affairs, and the decision of the Secretary or Secretary's representative duly authorized to hear such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final, and conclusive; provided that, if no appeal is taken, the decision of the Contracting Officer shall be final and conclusive. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of the appeal. Pending final decision of a dispute here under, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. The term "Contracting Officer" as used herein shall include the Contractor's duly appointed successor or representative specially designated for this purpose.

10. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL:

(a) This clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this contract was entered into by means of formal advertising.

(b) The Contractor agrees that the Comptroller General of the United States or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(c) The Contractor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in the Federal Procurement Regulations Part 1-20, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontractors or purchase orders for public utility services at rates established for uniform applicability to the general public.

(d) The periods of access and examination described in (b) and (c), above, for records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

11. ADDITIONAL PROVISIONS:

Provisions incorporated by attachment or reference:

(a) The Government will obtain a boundary survey of the property described herein and send prints thereof to the Contractor who agrees to read same into the Title Policy and insure contiguity of all four parcels.

(b) Contractor agrees to furnish the Government on the date of closing with a continuation search covering the period from date of preliminary report of title or title binder to date of closing of title.

(c) Contractor further agrees to have a representative attend at the closing without any additional charge to the Government.